

NO. 12621

FILED WITH SECRETARY OF STATE

Date Filed 12-23-87

[Signature]
Secretary of State

PROJECT: F-029-1-406PE, (6)C
IGA 87-10
SECTION: Prescott Valley -
Prescott Unit II

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND THE CITY OF PRESCOTT

THIS AGREEMENT, entered into this 17 day of December, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the CITY OF PRESCOTT, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108, Arizona Revised Statutes, to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by 11-951 and 48-572, Arizona Revised Statutes, and City of Prescott Charter, Article 1, Section 3, Powers of City, to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State intends to construct roadway improvements to State Highway - Route 69 (Cordes Junction - Prescott Highway), beginning west of Prescott Valley at Milepost 289.62 and extending westerly to Milepost 294.65, just east of Prescott; and

WHEREAS, in conjunction with the construction of roadway improvements, it will be necessary to relocate a 12" water line at approximate Engineer's Station 4874+20 and an 8" water line at approximate Engineer's Station 4922+00, said water lines being owned and operated by City; and

WHEREAS, City has documentation confirming that said water lines occupy their present locations by virtue of prior right; said documentation having been reviewed and accepted as proof of prior rights by the Office of the Attorney General for State; and

WHEREAS, it is mutually understood by State and City that the costs for the relocation of said water lines to clear the highway construction would entail billing by the City to the State for reimbursement of such costs; and

WHEREAS, it is mutually agreed by the City and the State that in the interest of expediting the highway construction project, the relocation of said City water lines will be made part of the highway construction contract and included therein. The costs associated with the relocation of said water lines, including engineering and construction shall be borne by the State.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for the roadway improvements, including grading, drainage, and paving.
2. Include in the project, relocation and/or adjustment to said water lines.
3. Contract for engineering and construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new or relocated facilities.
4. Approve and grant to City a permit for any portion of said water lines lying within the right-of-way limits of State Highway 69.

CITY SHALL:

1. Review and approve the water line relocation and/or adjustment plans prepared by State.
2. Prepare and apply for a permit from State for any portion of said relocated or adjusted water lines lying within the right-of-way limits of State Highway 69.
3. Relinquish to the State all right, title and interest in those areas within State Highway Route 69 right-of-way limits for which City has claimed prior rights.
4. Upon completion of construction, accept maintenance responsibilities for said water lines.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction, upon 30 days written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Agreement: State/City of Prescott
Page 3

Both parties hereto acknowledge that this Agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in public works contracts in Section 12-1518(B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this Agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this Agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PRESCOTT

STATE OF ARIZONA
Department of Transportation

By *Jerri Tegner*
Title *Mayor*

By *W.O. Ford*
State Engineer

ATTEST: *Marie L. Watson*
City Clerk

APPROVED

BY THE COUNCIL

City Clerk *M.L. Watson*

Date *11/3/87*

#87-82

Rev #2068

RESOLUTION NO. 2068

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE STATE OF ARIZONA PURSUANT TO PRESCOTT CITY CHARTER AND ARIZONA REVISED STATUTES, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the State intends to construct roadway improvements to State Highway - Route 69 which will necessitate the relocation of a 12" water line and an 8" water line, said water lines being owned and operated by the City; and

WHEREAS, the City has documentation confirming that said water lines occupy their present location by virtue of prior right; and

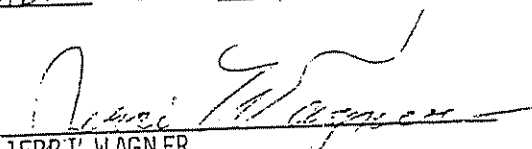
WHEREAS, it is mutually agreed by the City and the State that the relocation of said City water lines will be made part of the highway construction project and included therein. The costs associated with the relocation of said water lines, including engineering and construction shall be borne by the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

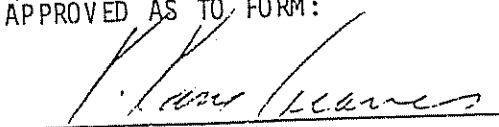
THAT, the Intergovernmental Agreement between the State of Arizona and the City of Prescott for the relocation of water mains along State Highway - Route 69 is hereby approved by the Mayor and Council of the City of Prescott; and

THAT, the Mayor and Staff are authorized to execute the necessary intergovernmental agreement and record the same with the Yavapai County Recorder, and the Mayor and Staff are authorized to take any and all steps deemed necessary to accomplish the above.

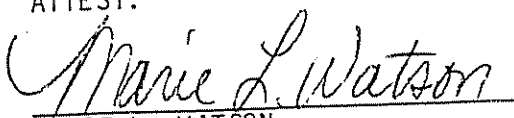
PASSED, APPROVED, and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 3rd day of November, 1987.


JERRI WAGNER
Mayor of the City of Prescott

APPROVED AS TO FORM:


K. KANE GRAVES
City Attorney

ATTEST:


MARIE L. WATSON
City Clerk

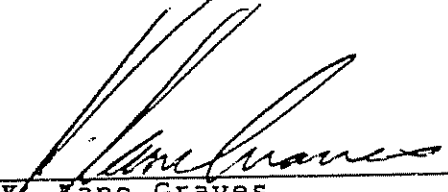
TO: Attachment To Intergovernmental Agreement Authorized
by Resolution No. 2068

FROM: K. Kane Graves, City Attorney

RE: Written Determination that City is Authorized to Enter
Intergovernmental Agreement of Proper Form

DATE: November 25, 1987

My name is K. Kane Graves. I am the City Attorney for the City of Prescott, Yavapai County, State of Arizona. I have reviewed the proceedings and legal authority supporting the execution of that certain Intergovernmental Agreement between the City of Prescott and the State of Arizona, as authorized by City of Prescott Resolution No. 2068 (Project F-029-1-406 PE, 6C). As a result of my review, I have concluded that the City of Prescott is authorized to enter into the referenced agreement by reason of A.R.S. §11-951 et. seq. and specifically by Article I, §3 of the Prescott City Charter, that same was authorized in accord with appropriate City procedure and that said agreement is in proper form.


K. Kane Graves
City Attorney

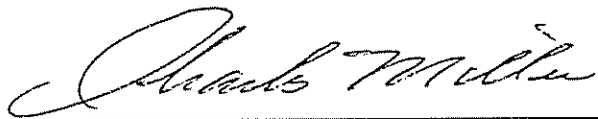
PROJECT: F-029-1-406PE, (6)C

SECTION: Prescott Valley -
Prescott Unit II

RESOLUTION

BE IT RESOLVED on this 25th day of September, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Prescott for the relocation of City water lines in conjunction with roadway construction.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AP&T-2098-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21ST day of DECEMBER, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division